



THE MARMON GROUP, INC.

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CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

April 23, 1999

Surface Transportation Board
12th St. & Constitution Ave., N.W.
Washington, DC 20423

RECORDATION NO. 21297-C1D

FILED

APR 28 '99

11-15AM

Attn: Ms. Janice M. Fort, Room 2311

Re: Union Tank Car Company Trust No. 1998-A (L-15)
Recordation No. 21297

Dear Ms. Fort:

Enclosed are two originals and three (3) certified copies of the following document, dated as of January 4, 1999, between Wilmington Trust Company and Union Tank Car Company:

Recordation No. 21297, Lease No. L-15,
Lease Supplement No. 3.

Also enclosed are two originals and three (3) certified copies of the following document, dated as of January 4, 1999, between Wilmington Trust Company and Harris Trust and Savings Bank:

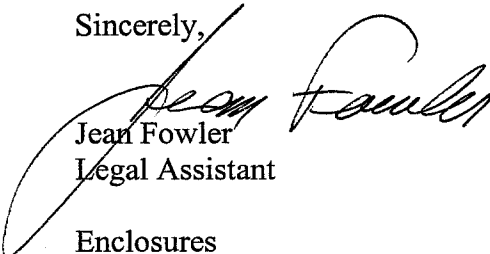
Recordation No. 21297, Lease No. L-15,
Indenture Supplement No. 3.

Please file these documents as supplements to the filing referred to above. Enclosed is our check in the amount of \$52 for the filing fees. Please return one original and the three (3) certified copies of each of the documents, stamped to show the filing, to me.

If you have any questions, please call me at (312) 845-5457.

Thank you.

Sincerely,


Jean Fowler
Legal Assistant

Enclosures

RECORDATION NO. **21297-C**

FILED

**LEASE SUPPLEMENT NO. 3 (L-15)
(UTC Trust No. 1998-A)****APR 28 '99****11-15AM**

This Lease Supplement No. 3 (L-15) (UTC Trust No. 1998-A) dated as of January 4, 1999, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and UNION TANK CAR COMPANY, a Delaware corporation ("Lessee");

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (UTC Trust No. 1998-A) (L-15) dated March 30, 1998 (the "Lease"). The terms used herein are used with the meanings specified in the Lease;

WHEREAS, Section 11.2 of the Lease gives Lessee the option, if one or more Units covered by the Lease suffer an Event of Loss, to convey to Lessor one or more Replacement Units to be leased to Lessee under the Lease in lieu of the Unit(s) suffering an Event of Loss; and

WHEREAS, Section 11.4 of the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Replacement Unit(s) under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and for the transfer to the Lessee of all of Lessor's right, title and interest in and to the Unit(s) suffering an Event of Loss,

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Replacement Unit(s) described in Lease Supplement No. 3 (L-15) Schedule A hereto.

2. Subject to the execution and delivery of Indenture Supplement No. 3 (L-15) (UTC Trust No. 1998-A) by Owner Trustee and Indenture Trustee releasing the Unit(s) which suffered an Event of Loss from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit(s) which suffered an Event of Loss and which are set forth on Lease Supplement No. 3 (L-15) Schedule A hereto as of the date hereof.

3. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

4. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

5. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

6. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.


Wilmington Trust Company,
not in its individual capacity but solely as
Owner Trustee

By: 

Name: **Denise M. Geran**

Title: **Senior Financial Services Officer**

Union Tank Car Company

By: 

Name: **Mark J. Garrette**

Title: **Vice President**

State of Delaware)
) SS
County of **NEW CASTLE**)

On this 15th day of April, 1999, before me personally appeared Demise M. Eberan, to me personally known, who being by me duly sworn, say that he is Mr. Eberan Sec. Of of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susanne M. Gula
Notary Public

[Notarial Seal]

My commission expires:

SUSANNE M. GULA
NOTARY PUBLIC
My Commission Expires November 21, 1999

State of Illinois)
) SS
County of Cook)

On this 19th day of APRIL, 1999, before me personally appeared Mark J. Garrette, to me personally known, who being by me duly sworn, say that he is Vice President of Union Tank Car Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janis L. Meyer
Notary Public

[Notarial Seal]

My commission expires:

"OFFICIAL SEAL"
JANIS L. MEYER
Notary Public, State of Illinois
My Commission Expires May 1, 2000

LEASE SUPPLEMENT NO. 3 (L-15) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
6/97	UTLX	202349	T108	111A100W1
6/97	UTLX	202350	T108	111A100W1
6/97	UTLX	202353	T108	111A100W1

Replacement Unit(s)

<u>Built Month</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
8/98	UTLX	202778	T108	111A100W1
8/98	UTLX	202779	T108	111A100W1
8/98	UTLX	202780	T108	111A100W1